

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
(Northern Division)

THE STEAMSHIP TRADE
ASSOCIATION OF BALTIMORE, INC.
8615 Ridgely's Choice Drive, Suite 202
Nottingham, Maryland 21236

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Civil Act. No.

Plaintiff,
v.

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INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, ALF-CIO, LOCAL 333
6610-B Tributary Street
Baltimore, Maryland 21224

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Defendant.

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**VERIFIED COMPLAINT TO ENFORCE PERMANENT INJUNCTION AND THE NO
STRIKE PROVISIONS OF THE PARTIES' COLLECTIVE BARGAINING
AGREEMENT
AND PETITION FOR TEMPORARY, PRELIMINARY,
AND PERMANENT INJUNCTION**

Plaintiff, the Steamship Trade Association of Baltimore, Inc. ("STA"), by its undersigned counsel, hereby brings this complaint to Enforce the No Strike Provisions the Parties' Collective Bargaining Agreement and, pursuant to Rule 65 of the Federal Rules of Civil Procedure, for Temporary, Preliminary and Permanent Injunctive Relief against Defendant International Longshoremen's Association, AFL-CIO, Local 333 ("Local 333"), and states as follows:

I. INTRODUCTION

1. This is an action to enforce the no strike provisions of the collective bargaining agreements between (1) the Steamship Trade Association of Baltimore, Inc. (the "STA") and International Longshoremen's Association, Local 333, ("Local 333"), and (2) the United States

Maritime Alliance (“USMX”) and the International Longshoremen’s Association, AFL-CIO (“ILA”) (together hereinafter, the “CBA”).

2. On October 29, 2018, the ILA Local 333 represented crane mechanics, power mechanics, refrigerator repair mechanics, and operators of container handling equipment known as toploaders and rubber-tired gantry cranes assigned to STA employer-member Ports America Chesapeake, LLC (“PAC”) all were absent for work or “checked up” and left their jobs at noon. This is a union organized illegal work stoppage. No member of Local 333 accepted any job to replace these employers out of the Dispatch Center, which is further demonstration that this is a union orchestrated work stoppage.

3. This is not the first time Local 333 has engaged in illegal work stoppages and strikes. Previously, reviewing the same contractual language at issue in this case, an arbitrator ordered that union officials associated with Local 333 “cease and desist from further violations” of the collective bargaining agreement’s provision governing illegal work stoppages and strikes. *Steamship Trade Association of Baltimore, Inc. v. International Longshoremen’s Association, Local 333, Grievance of the Association: Damages in Consequence of Unauthorized Work Stoppage*, December 1, 2002 (M. David Vaughn).

4. The Honorable Andre M. Davis likewise, reviewing the same contractual language at issue in this case, permanently enjoined Local 333 from violating the parties’ CBA and the prohibition of illegal work stoppages and illegal threats of work stoppages in the case of *Steamship Trade Association of Baltimore, Inc. v. Garris McFadden*, Case No. 1:03-cv-03627-AMD.

5. On January 24, 2014, Arbitrator Vaughn *again* enjoined Local 333, this time from engaging an illegal strike. He awarded strike damages to the STA and its members in the amount

of \$3,858,165.72, of which PAC was awarded \$1,108,947.00. A complaint seeking enforcement of this award is before the Honorable Ellen L. Hollander, Case No. 1:14-cv-02111-ELH.¹

6. Absent immediate action by this Court to enforce the no strike provisions of the CBA, this illegal work stoppage, which already has shut down Seagirt Marine Terminal today, will shut down the operations of the Port's largest employer tomorrow and into the foreseeable future.

II. JURISDICTION AND VENUE

7. The Court has subject matter jurisdiction over the dispute under Section 301 of the Labor Management Relations Act of 1947, as amended (the "LMRA"), 29 U.S.C. § 185, which grants jurisdiction to District Courts of the United States jurisdiction over issues arising under collective bargaining agreements involving employees in an industry affecting commerce. Venue is proper under 29 U.S.C. § 185(c).

III. THE PARTIES

8. Plaintiff STA holds the bargaining rights for twenty-five port-side employers and contractors, including stevedoring firms, terminal operators, service companies, steamship agents and steamship lines. The STA engages in multi-employer bargaining with the ILA, including Local 333. The STA is an employer in an industry affecting commerce within the meaning of §§ 2(2) and 301 of the LMRA. The STA is an employer whose activities substantially affect commerce as that term is defined in § 2(2) of the LMRA. The STA's principal place of business is Baltimore, Maryland.

9. PAC is a member of the STA and an employer that utilizes members of Local 333

¹ The award was being held in abeyance so long as there were no further work actions by Local 333, such as the work action at issue in the instant case.

in its stevedoring operations. Local 333-represented crane mechanics, power mechanics, refrigerator repair mechanics, and operators of container handling equipment known as toploaders and rubber-tired gantry cranes, are employed by PAC in support of its stevedoring operations at the Port.

10. Local 333 is an unincorporated labor organization, chartered by the ILA, with its principal place of business located in Baltimore, Maryland. Local 333 is organized as a representative of employee members in such matters as grievances, labor disputes, wages, rates of pay, hours of employment and conditions of work as those terms are defined by LMRA § 2(5). The members of Local 333 provide dockside labor to stevedoring companies like PAC for the purpose of handling terminal operations under the ILA jurisdiction, receiving and delivering waterborne cargo, and loading and unloading cargo from oceangoing vessels in and around the Port of Baltimore. Local 333 is a labor organization that represents employees in an industry affecting commerce within the meaning of §§ 2(5) and 301 of the LMRA and 29 U.S.C. §§ 152 and 185.

IV. THE NATURE OF THE DISPUTE

11. This case concerns a Local 333-directed illegal work stoppage by crane mechanics, power mechanics, refrigerator repair mechanics, and operators of container handling equipment known as toploaders and rubber-tired gantry cranes. PAC operates Seagirt Marine Terminal (“SMT”), where it has container handling operations utilizing toploaders and RTG’s to deliver containers to over-the-road truckers for imported containers and take delivery of containers for export. In addition, crane mechanics are required in order to keep SMT’s seven Post-Panamax gantry cranes, and four Super Post-Panamax gantry cranes operating productively and safely for

containerized cargo operations. Finally, the other mechanics, who did not show up for work or left unfinished work, also support these operations. All of these employees are critical for vessel loading and unloading, as well as operations delivering containers through SMT's terminal front door.

12. Vessels that generally originate in Europe and Asia, make regular calls on SMT. Vessels are scheduled at ports with estimated arrival times. If carriers are delayed at SMT, they face monetary and other penalties and charges. Without container handling operators storing and moving containers on the terminal lot, the operations at SMT come to a standstill – and that is what happened today. Customers of the Port are dramatically impacted and may decide to use ports to the north in Delaware and to the south at Hampton Roads, Virginia, both competitors of Baltimore. Many businesses in the Baltimore area are adversely affected by such illegal work stoppages

13. Local 333 is determined to ignore the CBAs, which specifically provide that disputes concerning alleged violations of the CBA are to be resolved exclusively through the negotiated grievance/arbitration procedure.

USMX-ILA MASTER AGREEMENT

12. GRIEVANCE PROCEDURE

Local Level

a) All disputes under the Master Agreement involving containerization, LASH and Ro Ro, including interpretations of the said Master Agreement, shall be heard initially by the local Industry Grievance Committee which shall consist of the following three (3) Management representatives: a representative of the Carriers Container Council; a representative of the local Port Associations where the dispute arose and a local stevedore/or terminal operator, and three (3) representatives appointed by the ILA. The Local Industry Grievance Committee ("LIGC") shall reach a decision within ten days after a charge has been filed of an alleged violation of the Master Agreement, or a request filed seeking an interpretation of the said Master Agreement.

See Master Contract at 56, paragraph 12, attached hereto as Exhibit 1. The Master Contract specifically prohibits interruptions of work and work stoppages as a means of resolving disputes and makes the union, in this case Local 333, responsible for ensuring the job interruptions and stoppages by bargaining employees do not occur.

Furthermore, there is a specific no strike clause:

22. NO-STRIKE CLAUSE

a) During the life of this Agreement, Management agrees there shall be no lockouts or work stoppages by the employers, but this shall not be construed to mean a lay-off of employees due to business conditions and the ILA agrees there shall be no strikes or work stoppages by the employees; provided, however, that this section shall be subject to the terms of the Agreements on Containerization.

Id. at 40, paragraph 22.

Similarly, the Local 333 Agreement at Article XVII – Grievance Procedure of the Local 333 Agreement, states in pertinent part:

1. Grievance. Should any dispute, disagreement or controversy, including all issues involving the application and/or interpretation of the terms of this Agreement, hereinafter referred to as a grievance, arise between an individual member or members of the STA and the Union during the term of this Agreement, the **employees shall continue to work pending the resolution of the grievance** in the following manner:

a. The party initiating the grievance (the Union or the STA) shall give notice of the existence of the grievance as soon as possible to the other party.

b. The grievance shall be referred in writing as soon as possible to the next regularly scheduled meeting of the Trade Practice Committee or to an emergency meeting which may be called by either party with twenty-four (24) hours written notice which may be waived by the parties... The Committee shall meet to discuss the grievance and, with each side designating an equal number of voting members which shall not be less than three (3), attempt to resolve the grievance.

c. In the event that the grievance is not resolved at the Trade Practice Committee, ... a Committee of Six shall meet as soon as possible to attempt to

resolve the dispute. A decision by the majority of this Committee shall be final and binding.

2. Arbitration. In the event of a deadlock by the Committee of Six on a grievance, the grievance may be submitted to arbitration by the Union or the STA, but only by the Union or the STA, in accordance with the following procedure:

* * *

d. The decision of the arbitrator shall be final and binding upon the STA, its constituent members, the Union and the employees covered by this Agreement. A decision by the Union not to submit a grievance to arbitration shall also be final and binding.

See Local 333 Agreement at pages 54-56, attached as Exhibit 2.

14. As noted above, these provisions have been tested and upheld in favor of the STA and its member-employers with respect to injunctive and other relief to compel compliance with the no strike provisions of the CBA.

15. In his Award in 2003, Arbitrator Vaughn, obviously frustrated with Local 333's unilateral disregard of the Agreement stated, "The Union shall cease and desist from further violations and shall utilize the contractual dispute resolution procedures as its exclusive avenue for relief. Any further such violations shall make the Union subject to the full economic consequences of its actions." *See* Vaughn 2003 Award at 4, attached as Exhibit 3. The same Arbitrator in 2014 followed through with this admonition and award millions of dollars in damages to the carriers and employers for an illegal strike. *See* Vaughn 2014 Award, attached as Exhibit 4.

16. As noted above, the Port of Baltimore's economic viability is threatened by these illegal labor actions, all of which were threatened, initiated or caused by a single Local. PAC has suffered economic damages as result of these employees' and union work stoppage.

COUNT I

COMPLAINT TO COMPEL ENFORCEMENT
OF THIS COURT'S PERMANENT INJUNCTION AND ARBITRATOR'S INJUNCTION
AGAINST LOCAL 333 FROM ENGAGING IN ILLEGAL WORK ACTIONS

17. The STA adopts and incorporates by reference the allegations set forth above as if fully set forth herein.

18. On October 18, 2013, Arbitrator Vaughn issued Interim Relief, finding an illegal strike by Local 333 to have been in violation of the same no-strike provision of the Master Contract at issue in this case, and ordering Local 333 to cease and desist from further interruption of work at the Port. That Interim Relief remains in effect today.

19. Vaughn's decision was preceded by Judge Davis' issuance of an injunction on March 4, 2004, where Local 333 was "*permanently enjoined*" from violating any of the CBA's provisions "governing illegal work stoppage and strikes..." On March 4, 2004, the Honorable Andre M. Davis reviewed the same contractual language at issue in this case in the CBA and upon petitioning by the STA following a work stoppage *permanently enjoined* Local 333 from violating the parties' CBA and the prohibition of illegal work stoppages and illegal threats of work stoppages in the case of *Steamship Trade Association of Baltimore, Inc. v. Garriss McFadden*, Case No. 1:03-cv-03627-AMD. (See Davis Order at Exhibit 5.)

20. Defendant Local 333 has violated the arbitrator's ruling and this Court's permanent injunction that Local 333 cease and desist from further violations of the collective bargaining agreement by initiation of work stoppages and instructions to other members of Local 333 to violate the collective bargaining agreement.

21. The STA and the member-employers it represents, as well as the Port of Baltimore,

and the many thousands of other persons whose livelihood depends upon the Port's economic viability, will suffer irreparable injury if Local 333 are permitted to unilaterally violate the Agreement and drive business from the Port.

22. The irreparable injury to the STA and its member-employers outweighs the harm which enforcing the arbitrator prospective relief would cause. By enforcing Judge Davis's permanent injunction and enjoining Local 333 from threatening, initiating or causing a work stoppage at the Port, this Court will be acting in the best interests of all the Parties, including Local 333, its members and the other ILA trades employed at the Port of Baltimore and will further the interests of the collective bargaining agreement.

23. There will be no harm to Local 333 by issuance of preliminary, temporary and permanent injunctive relief because they will simply be asked to work in accordance with the CBA and grieve any disputes.

24. The public interest will not be adversely affected. To the contrary, it is in the interest of the public that Local 333's continuing illegal actions be enjoined and that this Court retain jurisdiction over Local 333 such that the Court may hold in contempt any Local 333 union officials who threatens, initiates, or causes illegal work stoppages at the Port.

25. Finally, as a result of Local 333's illegal work stoppage, the STA and PAC have suffered economic damages.

WHEREFORE, the STA respectfully requests that this Court:

A. Enforce Judge Davis' permanent injunction and order, pursuant to Rule 65 of the Federal Rules of Civil Procedure, that Defendant, its officers, agents, representatives, members, employees and attorneys, and all persons in active concert or participation with them having notice

from any source or in any manner of this Order be permanently enjoined and restrained from calling, causing, inducing, encouraging, authorizing, conducting, continuing in or engaging in any strike, concerted work stoppage, concerted work slowdown, sit-down or any other act of coercion or interference with Plaintiff's and its member employer's normal business operations, which strike, stoppage, slowdown, sit-down or other act is in violation of the CBA; and

B. Further restrain Defendant, its officers, agents, representatives, members, employees and attorneys, and all persons in active concert or participation with them having notice from any source or in any manner of this Order from, by threats or otherwise, interfering with or inducing or attempting to induce any person to interfere with or otherwise affect the ordinary continuation of Plaintiff's and its member-employers' business and from taking any action which would interfere with this Court's jurisdiction.

C. Award appropriate and sufficient damages to Plaintiff for its losses caused by Defendant Local 333's illegal work stoppages.

D. Grant such other and further relief as is just and proper.

COUNT II - INJUNCTIVE RELIEF

26. The STA adopts and incorporates by reference the allegations set forth above as if fully set forth herein.

27. As set out above, on March 4, 2004, Judge Davis' issued a permanent injunction, where Local 333 was *enjoined* from violating any of the CBA's provisions "governing illegal work stoppage and strikes..."

28. Despite this ruling, and the no strike provisions of the CBA, and consistent with a long past history of ignoring the no strike provisions of the CBA and causing illegal work

stoppages at the Port, Local 333 has repeatedly violated Judge Davis' Order and the arbitrator's ruling that Local 333 cease and desist from further violations of the collective bargaining agreement by threats of work stoppages, initiation of work stoppages and instructions to other members of Local 333 to violate the collective bargaining agreement.

29. The STA and its member-employers, as well as the Port of Baltimore and the many thousands of other persons whose livelihood depends upon the Port's economic viability, will suffer irreparable injury if Local 333 is permitted to unilaterally violate the CBA and drive business from the Port. Mere fines or monetary damages cannot replace customers lost forever to the Port because of the illegal actions of a single misguided group of Local 333 crane mechanics, power mechanics, refrigerator repair mechanics, and operators of container handling equipment known as toploaders and rubber-tired gantry cranes and Local 333 leadership.

30. The irreparable injury to the STA and its member-employers outweighs the harm which granting injunctive relief would cause. By enjoining Local from threatening, initiating or causing a work stoppage at the Port, this Court will be acting in the best interests of all the Parties, including Local 333, its members and the other ILA trades employed at the Port of Baltimore and will further the interests of the collective bargaining agreement.

31. There will be no harm to Local 333 by issuance of preliminary, temporary and permanent injunctive relief because they will simply be asked to work in accordance with the CBA and grieve any disputes.

32. The public interest will not be adversely affected by issuance of an injunction against Local 333. To the contrary, it is in the interest of the public that Local 333's continuing illegal actions be enjoined and that this Court retain jurisdiction over Local 333 and its leadership

such that the Court may hold them contempt if they continue this systematic threatening and initiation of illegal work stoppages and threats of work stoppages at the Port, and harm to the carriers and other customers of the Port of Baltimore.

WHEREFORE, the STA respectfully requests that this Court:

A. Order, pursuant to Rule 65 of the Federal Rules of Civil Procedure, that Defendant, its officers, agents, representatives, members, employees and attorneys, and all persons in active concert or participation with them having notice from any source or in any manner of this Order be permanently enjoined and restrained from calling, causing, inducing, encouraging, authorizing, conducting, continuing in or engaging in any strike, concerted work stoppage, concerted work slowdown, sit-down or any other act of coercion or interference with Plaintiff's and its member employer's normal business operations, which strike, stoppage, slowdown, sit-down or other act is in violation of the CBA; and

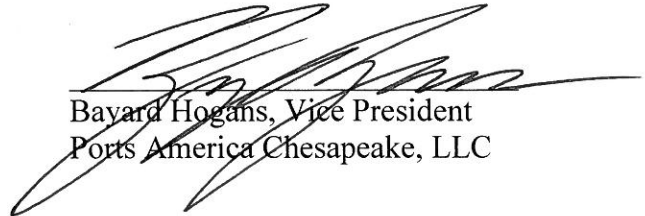
B. Further restrain Defendant, its officers, agents, representatives, members, employees and attorneys, and all persons in active concert or participation with them having notice from any source or in any manner of this Order from, by threats or otherwise, interfering with or inducing or attempting to induce any person to interfere with or otherwise affect the ordinary continuation of Plaintiff's and its member-employers' business and from taking any action which would interfere with this Court's jurisdiction.

C. Award appropriate and sufficient damages to Plaintiff for its losses caused by Defendant Local 333's illegal work stoppages.

D. Grant such other and further relief as is just and proper.

VERIFICATION

I Bayard Hogans, am over twenty-one years of age and competent to testify upon personal knowledge as the Vice President of Ports America Chesapeake, LLC that the contents of the foregoing Complaint are true and accurate to the best of my information, knowledge and belief.


Bayard Hogans, Vice President
Ports America Chesapeake, LLC

Respectfully submitted,

-s- Michael J. Collins (Fed Bar No 05971)
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Attorneys for the Steamship Trade
Association of Baltimore, Inc., Plaintiff

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Complaint, Motion for Temporary Restraining Order and Preliminary Injunction and proposed Temporary Restraining Order were delivered via email on October 29, 2018 at 1:00 p.m. to |:

James Rosenberg, Esquire
Brian Esders, Esquire
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Baltimore, Maryland 21286

Attorneys for Defendant International Longshoremen's Association Local 333

-s- Michael J. Collins (Fed Bar No 05971)